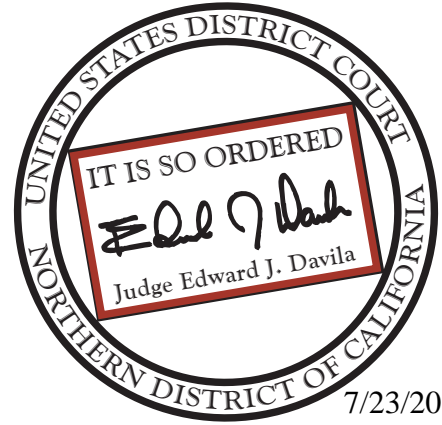


1 BRYAN J. McCORMACK, SBN 192418
 2 McCORMACK AND ERLICH, LLP
 3 150 Post Street, Suite #742
 4 San Francisco, CA 94108
 5 Telephone: (415) 296-8420
 6 Facsimile: (415) 296-8552



7 Attorneys for Plaintiff SABRINA WILSON

8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 SABRINA WILSON

11 Plaintiff,

12 vs.

13 PAYPAL, INC.; WORKFORCELOGIC,
 14 LLC; ABE STAFFING SERVICES, LLC,
 15 doing business as WORKFORCELOGIC;
 16 APC WORKFORCE SOLUTIONS, LLC,
 17 doing business as ZEROCHAOS; GARY D.
 18 NELSON ASSOCIATES, INC., and DOES
 19 1 through 20,

20 Defendants.

CASE NO.: CV 13-00544 EJD

**STIPULATION FOR FILING SECOND
 AMENDED COMPLAINT**

21 IT IS HEREBY STIPULATED by and between the parties hereto through their
 22 respective attorneys of record that Plaintiff Sabrina Wilson may file a Second Amended
 23 Complaint to add an additional defendant, Gary D. Nelson Associates, Inc. A copy of the
 24 Second Amended Complaint is attached hereto.

25 IT IS FURTHER STIPULATED that defendants PayPal, Inc. and APC Workforce
 26 Solutions, LLC, shall not be required to answer the Second Amended Complaint and that all
 27 denials, responses and affirmative defenses contained in the answer filed by defendants to the
 28 original Complaint or First Amended Complaint shall be responsive to the Second Amended

1 Complaint.

2

3 Dated: July 19, 2013

4

By: */s/ Bryan J. McCormack*

5

Bryan J. McCormack, Esq.
Attorney for Plaintiff
SABRINA WILSON

6

7

8 Dated: July 19, 2013

9

By: */s/ Brian L. Johnsrud*

10

Brian Johnsrud, Esq.
Attorney for Defendant
PAYPAL, INC.

11

12

13 Dated: July 19, 2013

14

By: */s/ Sabrina L. Shadi*

15

Sabrina L. Shadi, Esq.
Attorney for Defendant
APC Workforce Solutions, LLC

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit A

1 BRYAN J. McCORMACK, SBN 192418
McCORMACK AND ERLICH, LLP
2 150 Post Street, Suite #742
San Francisco, CA 94108
3 Telephone: (415) 296-8420
Facsimile: (415) 296-8552

4 Attorneys for Plaintiff SABRINA WILSON
5

6
7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
9

10 SABRINA WILSON

11 Plaintiff,

12 vs.

13 PAYPAL, INC.; WORKFORCELOGIC,
14 LLC; ABE STAFFING SERVICES, LLC,
doing business as WORKFORCELOGIC;
15 APC WORKFORCE SOLUTIONS, LLC,
doing business as ZEROCHAOS; GARY D.
16 NELSON ASSOCIATES, INC., and DOES
1 through 20,

17 Defendants.
18
19
20

CASE NO.: CV 13-00544 EJD

**SECOND AMENDED COMPLAINT
FOR DAMAGES**

- (1) **VIOLATION OF THE CALIFORNIA
LABOR CODE: UNLAWFUL
FAILURE TO PAY OVERTIME
COMPENSATION**
(Labor Code §§ 203, 204, 510, 558,
and 1194)
- (2) **VIOLATION OF THE FAIR LABOR
STANDARDS ACT: LIQUIDATED
DAMAGES FOR NON-PAYMENT
OF OVERTIME COMPENSATION**
(29 U.S.C. § 201, et seq.)
- (3) **WAITING TIME PENALTIES**
(Labor Code § 201, et seq.)

21 COMES NOW PLAINTIFF SABRINA WILSON (hereafter referred to as "plaintiff")
22 and alleges as follows:

23 **GENERAL ALLEGATIONS**

- 24 1. Defendant PayPal, Inc. (hereinafter "PayPal") is a corporation incorporated under
25 the laws of the state of Delaware with its principal place of business in San Jose, California.
26 2. Defendant WorkforceLogic LLC is a limited liability company organized under
27 the laws of the state of Delaware.
28 3. Defendant ABE Staffing Services, LLC, doing business as WorkforceLogic

1 (hereinafter with WorkforceLogic LLC collectively referred to as “WorkforceLogic”), is a
2 limited liability company organized under the laws of the state of California. WorkforceLogic
3 operates a temporary staffing service at eBay’s headquarters in San Jose, California.
4 WorkforceLogic provides temporary staffing for eBay and its subsidiary, PayPal.

5 4. Defendant Gary D. Nelson Associates, Inc. is a corporation organized under the
6 laws of the state of California. Prior to January 2012, defendant Gary D. Nelson Associates, Inc.
7 owned and operated WorkforceLogic.

8 5. On or about January 2012, defendant APC Workforce Solutions, LLC, doing
9 business in California as ZeroChaos, acquired WorkforceLogic from defendant Gary D. Nelson
10 Associates, Inc.

11 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein
12 as DOES 1 through 20, and therefore sues these defendants by such fictitious names. Plaintiff
13 will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
14 informed and believes and thereon alleges that each of said fictitiously named defendants is
15 responsible in some manner for the occurrences herein alleged, and that plaintiff’s injuries as
16 herein alleged were proximately caused by defendants.

17 7. Plaintiff is informed and believes, and based upon such information and belief
18 alleges, that at all times herein mentioned, each of the defendants named herein was the agent
19 and employee of the remaining defendants and was acting within the course and scope of said
20 agency and employment.

21 **FACTUAL ALLEGATIONS**

22 8. On or about February 1, 2010, WorkforceLogic hired plaintiff as a project
23 manager and placed her at PayPal’s San Jose facility. As part of the employment process,
24 plaintiff and WorkforceLogic signed an agreement entitled “Temporary Employment Agreement
25 for Non-Exempt Employees.” Pursuant to the terms of the agreement, plaintiff was classified as
26 a non-exempt employee for overtime purposes and paid an hourly wage rate of \$75.00 per hour.

27 9. During the period February 1, 2010 to June 1, 2011, WorkforceLogic and PayPal
28 jointly employed plaintiff as a project manager. PayPal supervised plaintiff on a daily basis,

1 while WorkforceLogic paid her wages.

2 10. During the period February 1, 2010 to June 1, 2011, defendants paid plaintiff
3 \$75.00 per hour. Plaintiff was expected to work in excess of 8 hours per day and 40 hours per
4 week, but was paid for a maximum of 40 hours per week, regardless of the number of hours
5 worked. On average, plaintiff worked approximately 60 hours per week, but was paid for 40
6 hours per week.

7 11. After the first pay cycle, plaintiff submitted all of her hours, including her
8 overtime hours, to defendants. In response, plaintiff's PayPal supervisor told plaintiff that
9 PayPal does not pay overtime compensation for her position. Plaintiff's PayPal supervisor
10 further told plaintiff that if she insisted on being paid overtime compensation, she would hire
11 someone else for the job. Plaintiff's PayPal supervisor instructed plaintiff to write down 40
12 hours per week regardless of the number of hours she worked. Plaintiff complied with this
13 request in order to keep her employment.

14 12. Defendants' supervisors were aware that plaintiff worked more than forty hours
15 per week, but that she was paid for forty hours per week. In fact, plaintiff entered her actual
16 hours worked, including overtime hours, into the PayPal system. In addition, plaintiff's PayPal
17 supervisor scheduled meetings for plaintiff after normal working hours, sent plaintiff email
18 messages after hours, and was aware that plaintiff worked many unpaid hours at home. Despite
19 such, defendants continued to pay plaintiff a maximum of 40 hours per week.

20 13. On or about June 2, 2011, PayPal hired plaintiff as a permanent employee and
21 made her a salaried employee. At that time, PayPal classified her as exempt for overtime
22 purposes.

23 **FIRST CAUSE OF ACTION**

24 **VIOLATION OF THE CALIFORNIA LABOR CODE:**
25 **UNLAWFUL FAILURE TO PAY OVERTIME COMPENSATION**
26 **(Labor Code §§ 203, 204, 510, 558, and 1194)**

27 14. Plaintiff incorporates by reference the allegations contained in paragraphs 1
through 13 above as though fully set forth herein.

28 15. During her employment with defendants, plaintiff was covered by Labor Code §

1 510, California Industrial Welfare Commission Occupational Wage Orders, 8 Cal. Code of Reg.
2 § 11040, and 29 U.S.C. § 201, et. seq. Section 3 of the Wage Orders requires employers to pay
3 employees one-and-one-half times their normal hourly rate for hours worked in excess of eight
4 per day and in excess of forty per week, and at twice the normal hourly rate for hours worked in
5 excess of twelve per day and eight per day on the seventh day worked in a work week.

6 16. Plaintiff was not exempt from California and federal overtime requirements.
7 Defendants did not pay plaintiff a salary within the meaning of the Wage Orders. Plaintiff does
8 not fall within the “administrative, executive, or professional” exemptions from the overtime
9 requirements, nor does plaintiff fall within any other exemption from the obligation to pay
10 overtime compensation in the applicable wage orders.

11 17. At all times during plaintiff’s employment, defendants had a consistent policy of
12 permitting, encouraging, and/or requiring plaintiff to work in excess of eight hours per day and
13 in excess of forty hours per week without paying overtime compensation as required by
14 California and federal wage and hour laws. Defendants willfully failed and refused, and
15 continue to willfully fail and refuse, to compensate plaintiff properly for overtime hours worked

16 18. By their failure to pay overtime compensation and other wages, as alleged above,
17 defendants violated and continue to violate the provisions the California Labor Code and
18 Industrial Welfare Commission Wage Orders, including but not limited to Labor Code §§ 203,
19 204, 510, 558, 1194, and the IWC Wage Orders, which require the payment of overtime
20 compensation to non-exempt employees, and the payment of all wages due at the time of
21 termination of employment.

22 19. As a direct and proximate result of defendants’ unlawful acts, plaintiff has been
23 deprived of overtime compensation and other wages, in the approximate amount of \$158,273.00
24 and is entitled to recovery of such unpaid wages, plus interest thereon, attorneys’ fees, and costs,
25 during the statutory period.

26 20. Defendants, and each of them, in committing the acts alleged herein, engaged in
27 conduct that caused plaintiff to incur damages as set forth in this Complaint.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 22, 2013

By: */s/ Bryan J. McCormack*

Bryan J. McCormack, Esq.
Attorney for Plaintiff
SABRINA WILSON